

4-3014

A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

And

LIVINGSTON CUSTODIANS ASSOCIATION

For the Period
From July 1, 1970 through June 30, 1971

THIS A G R E E M E N T is made and entered into this

day of June, Nineteen Hundred and Seventy (1970),

BETWEEN

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF LIVINGSTON, ESSEX
COUNTY, NEW JERSEY, hereafter
the "Board";

AND

LIVINGSTON CUSTODIANS ASSOCIATION,
hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey
Employer-Employee Relations Act, agreements reached between public
employers and the majority representative of an appropriate employee
unit shall be embodied in writing, signed by the authorized repre-
sentatives and filed with the New Jersey Public Employment Relations
Commission; and

WHEREAS, certain agreements have been reached between the
Board and the Association, the said Association being the recognized
majority representative of the unit of the Board's employees consist-
ing of all of the regularly employed contractual custodial staff of
the school district. (Unless otherwise indicated, as used herein
the term "employee" shall refer to all employees covered in the
described unit as above defined.)

NOW, THEREFORE, it is mutually agreed between the Board and
the Association as follows:

ARTICLE I

COMPENSATION

The salary schedule to obtain for employees covered in the unit shall be as set forth on Schedule A annexed hereto and made a part hereof.

ARTICLE II

CERTAIN HEALTH INSURANCE

The Board hereby agrees to provide certain health insurance, all in accordance with Schedule B annexed hereto and made a part hereof.

ARTICLE III

GRIEVANCE PROCEDURE

The grievance procedure to obtain shall be as set forth on Schedule C annexed hereto and made a part hereof.

ARTICLE IV

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

Sick leave rights and temporary and extended leaves of absence shall be as provided for on Schedule D annexed hereto and made a part hereof.

ARTICLE V

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations concerning the terms and conditions and employment for the contract which shall succeed this agreement shall commence no later than the week of October 12, 1970, at which time all Association

requests to the Board shall be submitted in writing. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent.

The aforesaid negotiations procedure can be modified by mutual agreement of both parties.

ARTICLE VI

DURATION OF AGREEMENT

This agreement dated as above shall take effect on July 1, 1970, and shall continue in full force and effect without change through June 30, 1971.

ARTICLE VII

ENTIRE AGREEMENT

This agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year aforesaid.

For the Board:

Secretary

President

For the Association:

Secretary

President

CUSTODIAN SALARY GUIDE

1970 - 71

<u>STEP</u>	<u>HEAD</u>			<u>SKILLED MAINT.</u>	<u>REG. CUST. SEMI-SKILLED MAINT.</u>	<u>ASST. CUST. MAINT.</u>	<u>MAINT.</u>
	<u>High Sch</u>	<u>Jr. High</u>	<u>Elem.</u>				
1.	6786	6574	6362	6325	6044	6044	4153
2.	6974	6762	6550	6587	6232	6196	4329
3.	7158	6946	6734	6850	6421	6325	4507
4.	7394	7203	6991	7110	6673	6458	4683
5.	7667	7455	7243	7373	6925	6587	4861
6.	7917	7705	7493	7634	7175	6850	5037
7.	8169	7957	7745	7896	7427	-	5214
8.	8422	8210	7998	8158	7680	-	5391
9.	8673	8461	8249	8420	7931	-	-
10.	8924	8712	8500	8680	8182	-	-

Annual increments as set forth in salary guides now in effect, and as the same may be adopted from time to time by the Board of Education, shall not be considered automatic; advancement on any such guide shall require favorable reports covering the competence, the performance of duties assigned and record of attendance of each employee by the Secretary-Business Administrator, and approval by the Board of Education.

SCHEDULE B.
HEALTH INSURANCE

Eligibility

All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.

Where both husband and wife are employed by the Board, each shall be entitled to the specified benefit.

Employees contracted for ten or more months each year shall be eligible for twelve months benefit coverage under this policy. Employees contracted for less than a ten month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.

The Board agrees to pay for the 1970-71 school year, the cost of health coverage for all employees covered by this contract; these Board-paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, "Rider J" type coverage, and major medical coverage. Nothing else is to be included.

When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

SCHEDULE C
GRIEVANCE PROCEDURE

A. Statement of Purpose

An employee is encouraged to resolve his grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if satisfactory resolution is achieved at lower levels.

B. Definition of Terms

1. Grievance: A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.

2. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes or tutors, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school or the Livingston Student Development Program.

3. Exclusions: However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) The Board of Education is without authority to act; or wherein (3) a complaint relates to the non-renewal

SCHEDULE C (Cont.)

or termination on notice of a non tenure employee's contract.

C. General Principles

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination or reprisal in his employment by reason of such participation.

2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.

3. The aggrieved employee shall have the right to be represented at all stages of the procedure, by himself, by an appropriate officer or designee of his employee unit, and/or by counsel. When an employee will be represented, written notice must be given three (3) days in advance.

4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

5. This policy generally provides for three stages of procedure, and in the case of most employees it will operate at all stages.

SCHEDULE C (Cont.)

However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefor as outlined herein.

6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure of the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this policy or the administration thereof in the particular case shall be null and void.

7. Determinations at the Stage II level may be made by an Assistant Superintendent or an Assistant Secretary - Assistant Business Administrator provided both the aggrieved and the Superintendent or the Secretary-Business Administrator (as the case may be) mutually agree in advance to accept a hearing and determination by such an Assistant.

D. Stage I

An employee having a grievance shall present it in the first instance to his immediate superior within 60 calendar days after the occurrence of the event or events giving rise to the same. The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for

SCHEDULE C (Cont.)

herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within 5 working days from the date of the original presentation of the grievance. The said advice may be given either orally or in writing in the discretion of the Stage I superior.

C. Stage II.

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools or with the Secretary-Business Administrator in the case of those employees within the jurisdiction of his office. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

The petition to be filed shall contain at least the following:

A. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.

B. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.

C. The aggrieved's understanding of the Stage I determination.

SCHEDULE C (Cont.)

D. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent or the Secretary-Business Administrator (as the case may be).

E. The signature of the aggrieved, which signature shall constitute a representation that the petitions' contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

A. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.

B. The dates upon which the Stage I proceeding was commenced and then determined.

C. The determination made at Stage I and the reasons therefor.

D. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.

Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned.

Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent or the Secretary-Business Administrator shall then proceed to determine the matter, and he shall advise the parties of his determination within 15 working days from the date upon which the petition was first filed with him.

SCHEDULE C (Cont.)

His determination may be in either written or oral form.

F. Stage III.

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board petition to be filed with the Board Secretary shall contain at least the following:

A. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.

B. The date upon which the aggrieved was informed of the Stage II determination.

C. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.

D. A description of the action requested to be taken or the relief requested to be granted by or from the Board.

E. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

Promptly after the filing of the board petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared

SCHEDULE C (Cont.)

and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 30 calendar days from the date of the filing of all papers or, in the case of a scheduled hearing, within 30 calendar days from the conclusion of the hearing. The Board's determination may be rendered orally or in writing. However, if the same is rendered orally, it shall be in the presence of the parties and an accurate summary thereof shall be made available.

SCHEDULE D

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- a. One day of absence per month of employment contract shall be allowed for personal illness each school year without pay deduction.
- b. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
- c. Absences beyond leave provided for in "a" and "b" will be deducted on the basis of one-half day's pay for as many days as were accumulated up to the end of the previous fiscal year.
- d. Payment for absence beyond accumulated days may be taken into consideration by the Board. Regularity of attendance and length of service shall be considered.
- e. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- f. In Workmen's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

II. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III. OTHER ABSENCES

- a. In cases of CRITICAL illness in family requiring employee's presence, absence shall be allowed without deduction. This is to be EMERGENCY only and not extended to personal care of members of the employee's family. The period shall be from one to five days at discretion of the Superintendent or the Secretary-Business Administrator.
- b. Emergency absence may be granted without pay deduction as follows:

SCHEDULE D (Cont.)

1. By applicant submitting a special request on the special form provided to the administrator to whom he is responsible, prior to the occurrence of the absence if possible. This request should state what the emergency is that requires the employee's absence from duty.
2. Two days to be allowed for emergency during school year, with one unused day allowed to be cumulative until two such days have been accumulated, for a total of not more than four in any school year.

c. Maternity Leave

1. Any employee of the Board of Education shall notify the administrator to whom she is responsible as soon as she is aware that she is pregnant. Mutual agreement can then be reached on the date of resignation, in cases of non-tenure employee, or application for a maternity leave of absence without pay, in case of a tenure employee. Her date of leaving will depend on ability to replace her, on the administrator's judgment as to the best date to leave, on the employee's wishes and her doctor's advice.
2. Leave of absence shall extend for one year following the birth of the child, and as much longer as may be required to terminate on the next succeeding July 1 for 12 month employees or September 1 for 10 month employees.
3. If unusual conditions prevail the employee may apply to the Board of Education for permission to return to a position for which she qualifies, prior to the termination of the period for which leave was granted.

d. Days for Funerals

1. Absence due to death in immediate family shall be allowed without pay deduction up to five days.

Immediate family means husband, wife, father, mother, parents-in-law, child, brother, sister, and immediate members of household.

2. Absence due to death of other relatives shall be allowed without deduction for one day only for each death.

e. Court Order

In case of absence due to court subpoena or party to a suit, there shall be no deduction in salary provided proof is filed with Board of Education.

f. Graduations

1. Employee's Graduation--Day of graduation shall be allowed without pay deduction.
2. Employee's child, husband, or wife - one day per individual shall be allowed without pay deduction.

LIVINGSTON BOARD OF EDUCATION

	<u>As of February 1969</u>	<u>As of February 1970</u>
President	Arnold Eckhart, Jr.	David A. MacNicoll
Vice President	David A. MacNicoll Judith N. Zients Robert B. Kinsey John P. Collins	John P. Collins Judith N. Zients Robert B. Kinsey Arnold Eckhart, Jr.

LIVINGSTON CUSTODIANS ASSOCIATION

	<u>As of March 1969</u>	<u>As of March 1970</u>
President	Harold Hoeke	Harold Hoeke
Vice President	Theodore Sipple	Theodore Sipple
Secretary-Treasurer	Alphonse Gesek	Alphonse Gesek

LIVINGSTON BOARD OF EDUCATION NEGOTIATION COMMITTEE

Committee as of March, 1970: Judith N. Zients, Chairman
Robert B. Kinsey

Resource: Julius C. Bernstein, Assistant Superintendent
George M. Bowman, Secretary-Business Administrator
Bernard M. Roper, Assist. Secy-Assist. Business Administrator

Secretary: Dorothy K. Clapp

LIVINGSTON CUSTODIANS ASSOCIATION NEGOTIATION COMMITTEE

Chairman: Harold Hoeke
Theodore Sipple
Alphonse Gesek
Harry Radcliffe